

ORIGINAL

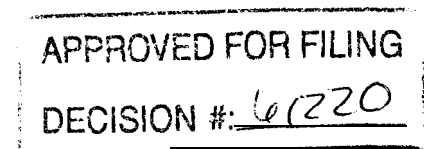
ARIZONA

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

ICG TELECOM GROUP, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold long distance interexchange telecommunications services provided by ICG Telecom Group, Inc. ("ICG") within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may also be inspected during normal business hours at the Company's principal place of business.



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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

PAGE	REVISION LEVEL	PAGE	REVISION LEVEL
Title	Original	26	Original
1	1 st Revision*	27	Original
2	Original	28	Original
3	Original	29	1 st Revision*
4	Original	30	Original
5	Original	31	Original
6	Original	32	Original
7	Original	33	Original
8	Original	34	Original
9	Original	35	1 st Revision*
10	Original	36	Original
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23	Original		
24	Original		
25	Original		

* indicates new or revised pages included with this filing

**ADMINISTRATIVELY
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S Y M B O L S

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The following are the only **symbols** used for the purposes indicated below:

- C ▪ To signify Changed Regulation.
- D ▪ Delete or Discontinue
- I ▪ Change Resulting in an Increase to a rate
- M ▪ Moved from Another Tariff Location
- N-New
- R ▪ Change Resulting in a Reduction to a rate
- S ▪ Matter Appearing Elsewhere or Repeated for Clarification
- T ▪ Change in Text But No Change to Rate or Charge
- V ▪ Signifies Vintage Tariff
- Z ▪ Correction

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TARIFF FORMAT

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- A. **Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TERMS AND ABBREVIATIONS

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Access Line - An arrangement which connects the Customer's telephone to the Company's designated switching center or point of presence.

Authorization Code - A number assigned to each Travel Card Customer which is dialed by the Customer or Authorized User upon access to the Company's service. An Authorization Code identifies the caller and validates the caller's authorization to use the services provided.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Company's services under the terms and regulations of this tariff.

Business Customer - For the purposes of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using a **presubscribed** Access Line that has been assigned a business class of service by the local service provider.

Casual Calling- Access to the Company's network and the subsequent use of service by the Customer through the dialing of an access code in the format of 10XXX, 101XXXX or other code sequence, where the last digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to the Company.

Commission - Refers to the Arizona Corporation Commission.

Company or Carrier - ICG Telecom Group, Inc. unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. Customer also includes any person, firm, partnership, corporation, or other entity 1) which resells the services of the Company to end users; 2) places Casual Calls using the Company's service; or 3) accepts the charges for a collect or third party billed call.

Dedicated Access Origination/Termination - Where originating or terminating access between the Customer and the Company is provided on dedicated circuits. A method **of reaching** the Company's services whereby the Customer is connected directly to the Company's **access** point without utilizing the services of the local switched network.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

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Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can **presubscribe** their telephone line(s) to their preferred interexchange carrier.

Initial And Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

LEC - Local exchange company.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Pay Telephone - Telephone instruments provided by other telecommunications companies for use by guests, patrons, visitors, or transient third parties. Pay Telephones permit the user to place calls to other parties and bill such calls on a non-sent-paid or sent-paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

Residential Customer - For the purposes of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's service using a **presubscribed** Access Line that has been assigned a residential class of service by the local service provider.

Premises - The physical space designated by the Customer for the termination of the Company's service.

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SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

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Special Access Origination/Termination • See Dedicated Access.

Switched Access Origination/Termination • Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card - A billing arrangement whereby the Customer or Authorized User may bill the charges for a call to a Company-issued account number. The terms and conditions of the Company or its billing agent apply to payment arrangements. Travel Cards are issued by the Company and provide the Customer or Authorized User with a Travel Card Account, Authorization Code and instructions for accessing the Company's network.

Travel Card Call • A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed **from** a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other toll-free access code dialing sequence.

V & H Coordinates • Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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SECTION 2 • RULES AND REGULATIONS

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2.1 Undertaking of The Company

- 2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way communications originating and terminating between points within the State **of Arizona**. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.2 The Company is responsible under this tariff **only** for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.1.3 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

2.2 Use of the Company's Service

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Arizona Corporation Commission regulations, policies, orders, and decisions.

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SECTION 2 • RULES AND REGULATIONS (CONT'D)

ORIGINAL

2.2 Use of the Company's Service (Cont'd)

2.2.4 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.3 Limitations

2.3.1 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

2.3.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Account Codes or Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.

2.3.5 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.4 Assignment and Transfer

2.4.1 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

2.5 Use of Company's Service by Others

2.5.1 Resale and Sharing

There are no prohibitions or limitations on the resale of services. Prices for resold or shared services are those appearing in this tariff. Any service provided under this tariff may be resold to or shared with **other persons** at the option of Customer, subject to compliance with any applicable laws or the Arizona Corporation Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.5.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.6 Liability of the Company

- 2.6.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer as described in Section 2.11, whichever is greater, for the period during which the faults in transmission occur.
- 2.6.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.6.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting **from** the furnishing of service which is not the direct result of the Company's negligence.
- 2.6.5 Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with **other parties**.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.6 Liability of the Company (Cont'd)

2.6.6 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and **service** has been discontinued, to a refund of the amount erroneously billed.

2.6.7 The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

- 1) Any act or omission of: (a) the Customer or Authorized User, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company;
- 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 5) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance;

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Liability of the Company (Cont'd)

2.6.1 (Cont'd)

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- 6) Any noncompletion of calls due to network busy conditions;
- 7) And any other claim relating to the use **of** or furnishing of use of the Company's services or facilities which resulted **from** any act or omission of the Customer, its Authorized Users, guests, patrons, visitors or other transient third parties using the services of the Company through the Customer's equipment, or any other entity.

2.7 Responsibilities of the Customer

2.7.1 The Customer is responsible for making proper application for service; placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- 1) The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist **from** time to time) of any governmental entity relating to services provided or made available to other users by the Customer.
- 2) If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 3) The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove 'equipment associated with the provision of the Company's services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

ORIGINAL

2.7 Responsibilities of the Customer (Cont'd)

2.7.1 (Cont'd)

- 4) The Customer shall ensure that any Customer provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.
- 5) The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.
- 6) The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 7) The Customer is responsible for establishing its identity as often as necessary during the course of a call.
- 8) The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Billing and Payment For Service

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2.8.1 Responsibility for Charges ,

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or its Authorized Users for transmission of calls via the Company's network. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- 1) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of calls via the Company;
- 2) any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- 3) any calls placed by or through the Customer's equipment via any remote access feature(s);
- 4) any calls placed via the Company's Travel Service as a result of the Customer's intentional or negligent disclosure of Authorization Codes or Account Codes assigned to the Customer; and
- 5) any and all calls placed to a toll-free number (e.g., "800" or "888") provided to the Customer by the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

ORIGINAL

2.8 Billing and Payment For Service (Cont'd)

2.8.2 Payment for Service

All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction.

Non-recurring charges for installations, service connections, moves or rearrangements are due and payable within thirty (30) days **after** the closing date printed on the invoice or bill mailed to the Customer by the Company. Billing thereafter will include recurring charges and actual usage as defined below:

- 1) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or **facility** is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, facility, arrangement or component is discontinued.
- 2) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the closing date printed on the bill mailed to the Customer by the Company.
- 3) When service does not begin on the first day of the month, or end on the last day of the month, the recurring charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- 4) When billing is based upon Customer usage, usage charges will be billed **monthly in arrears for service provided in the preceding billing period.**

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.8 Billing and Payment For Service (Cont'd)

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2.8.3 Disputed Charges

Any objections to billed charges must be reported to the Company or its billing agent within thirty (30) days of the closing date printed on the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Customers may contact the Arizona Corporation Commission with 1) any unresolved dispute or 2) disputed charges for which the Company refuses an adjustment if disputed charges were reported to the Company after thirty (30) days from the closing date on the Customer's bill.

Arizona Corporation Commission
1200 W. Washington St.
Phoenix, Arizona 85007
(602) 542-425 1

2.8.4 Taxes

The Company reserves the right to bill any and all applicable taxes in addition to any recurring, non-recurring, per call charges, usage charges or charges for special arrangements and construction, including, but not limited to any Federal Excise Tax, State Sales Tax, Municipal Taxes and Gross Receipts Tax. Unless otherwise specified in this tariff such taxes will be itemized separately on Customer bills.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.8 Billing and Payment For Service (Cont'd)

2.8.5 Late Payment Fees

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Arizona law.

2.8.6 Return Check Charge

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Arizona law.

2.8.7 Minimum Service Period

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

2.8.8 Non-Routine Installation Charges

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.8 Billing and Payment For Service (Cont'd)

2.8.9 Charges for Cancellation of Application for Service

- A) Where the Company permits the Customer to cancel an application for service prior to the start of installation of service or prior to any special construction, no charges will be imposed.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge, unless otherwise specified in this tariff, will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

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2.9 Deposits

The Company does not normally require deposits. However the Company reserves the right to collect an amount not to exceed 2 months estimated charges as a deposit **from** Customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

2.10 Advance Payments

The Company does not normally require advance payments for service. How-ever, for Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

ORIGINAL

2.11 Refunds or Credits for Service Outages or Interruptions

- 2.11.1** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.11.2** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.11.3** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.
- 2.11.4** The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 • RULES AND REGULATIONS (CONT'D)

2.11 Refunds or Credits for Service Outages or Interruptions (Cont'd)

ORIGINAL

2.11.5 For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of $1/720^{\text{th}}$ of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

2.11.6 For usage sensitive long distance services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted plus any operator service charges or surcharges required to reconnect the caller.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

ORIGINAL

2.12 Cancellation or Termination of Service

2.12.1 Cancellation by Customer

Customers of **presubscribed** long distance services may cancel service by providing the Company with written or verbal notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.

2.12.2 Cancellation by Company

- A) The Company may terminate service to a Customer for nonpayment of undisputed charges or other violation of this tariff or provision of law upon five (5) days written notice to the Customer without incurring any liability for damages due to loss of telephone service to the Customer. Charges will not be considered past due until thirty (30) days from the closing date printed on the Customer's bill.
- B) The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:
- 1) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - 2) For use of telephone service for any purpose other than that described in the application.
 - 3) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

ORIGINAL

2.12 Cancellation or Termination of Service (Cont'd)

2.12.2 (Cont'd)

- 4) For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
- 5) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or service to others.
- 6) Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- 7) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 8) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
- 9) For periods of inactivity over sixty (60) days.
- 10) The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll-free (e.g., 800/888) service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate toll-free calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's service, with five (5) days written notice.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

ORIGINAL

2.13 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.14 Customer Provided Equipment

2.14.1 The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

2.14.2 When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

ORIGINAL

2.14 Customer Provided Equipment (Cont'd.)

2.14.3 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- 1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- 2) the reception of signals by Customer-provided equipment; or
- 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.15 Company Provided Equipment

2.15.1 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.15.2 The Company may substitute, change or rearrange any equipment or facility at any time, but shall endeavor to maintain the technical parameters of the service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with thirty (30) days notice prior to such change.

2.15.3 Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

ORIGINAL

2.16 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

2.14 Customer Provided Equipment

2.17.1 The Company will make every effort to reserve toll-free (e.g., "800" or "888") vanity numbers on behalf of customers, but makes no guarantee or warranty that the requested toll-free number(s) will be available or assigned to the customer requesting the number.

2.17.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll-free number service to another carrier (e.g., "porting" of the 800/888 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.18 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, and compensation to **payphone** service providers for the use of their payphones to access Company services.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES

ORIGINAL

3.1 General

The Company provides direct dialed (1+) outbound and inbound toll-free long distance, postpaid calling card services, directory assistance, and operator assisted services for communications originating and terminating within the State of Arizona. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Unless otherwise specified in this tariff, intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, form of access, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company's services and network. Monthly recurring and non-recurring charges may also apply.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.2 Timing of Calls

- 3.2.1** Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this **tariff**:
- 3.2.2** Timing of each call begins when the called station is answered (i.e. when two-way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person-to-Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 3.2.3** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.4** Unless otherwise specified in this tariff, the minimum Initial Period for billing purposes is six (6) seconds. (R)
- 3.2.5** Unless otherwise specified in this tariff, billing for Additional Periods is in six (6) second increments. (T)
- 3.2.6** Rounding of partial billing increments is to the next whole increment.
- 3.2.7** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

ORIGINAL

3.3 Rate Periods and Holidays

3.3.1 For time of day, usage sensitive services utilizing Day, Evening and Night/Weekend designations, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to but not including.

3.3.2 For time of day, usage sensitive services utilizing Peak and Off-Peak designations, the following rate periods apply unless otherwise specified in this tariff

	MON	TUES	WED	THU R	FRI	SAT	SUN
7:00 AM TO 6:00 PM*	PEAK RATE PERIOD						
6:00 PM TO 7:00 AM*	OFF-PEAK RATE PERIOD						

* Up to but not including.

3.3.3 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

ORIGINAL

3.3 Rate Periods and Holidays (Cont'd)

3.3.4 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate or off-peak rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.4 Calculation of Distance

ORIGINAL

- 3.4.1 Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer.

For services utilizing Switched Access Origination, mileage measurements are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and terminating points.

For any outbound services utilizing Dedicated Access Origination, mileage measurements are based on the distance in airline miles between the Company's access point associated with the station utilizing Dedicated Access Origination and the serving wire center associated with the called station. For inbound services utilizing Dedicated Access Termination, mileage measurements are based on the distance in airline miles between the serving wire center associated with the calling station and the Company's access point associated with the station utilizing Dedicated Access Origination.

The distance between the originating and terminating points is calculated by using the vertical ("V") and horizontal ("H") coordinates of the serving wire centers or the Company's access points. For determining the airline mileage of a call, the Company references the V and H coordinates as found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

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SECTION 3 • SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.4 Calculation of Distance (Cont'd)

ORIGINAL

3.4.2 The airline distance is determined as follows:

- Step 1: Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point
- Step 2: Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any **fraction** results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any **fraction** is obtained. This is the distance between the Wire Centers.

3.4.3 The **formula** for distance calculations is:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 • SERVICE DESCRIPTIONS AND RATES (CONT'D)

ORIGINAL

3.5 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate, and international calls that originate from any domestic pay telephone used to access Company services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and **coinless** phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the # symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

	<u>Actual</u>	<u>Maximum</u>
Per Call Charge:	\$0.300	\$0.450

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.6 Outbound/Inbound Long Distance Service

The Company's Outbound/Inbound Long Distance Service is a combined "1+" direct dial and inbound toll-free number (e.g., 800,888) service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Inbound toll-free calls may originate from any exchange in Arizona and terminate to the Customer's location at no charge to the calling party. Customers access the Company's network through Switched Access Origination/Termination.

Outbound/Inbound Long Distance Service offers Customers a single rate for intrastate service regardless of time of day or distance. Calls are billed in six (6) second increments after a minimum initial period of six (6) seconds. Each call is rounded up to the nearest one-tenth of a minute after the first minute. (R)

	<u>Actual</u>	<u>Maximum</u>
A) Non-Recurring Charges:	\$0.000	\$0.000
B) Monthly Recurring Charges:	\$0.000	\$0.000
C) Per Call Charges:	See Section 3.5	
D) Per Minute Charges:	\$0.146	\$0.183

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SECTION 3 - SERVICE DESCRIPTIONS AND RATES (CONT'D)

3.7 Postpaid Calling Card Services

ORIGINAL

ICG's Calling Card Service is offered to all ICG local exchange and long distance customers or as a standalone service. Service is offered twenty-four (24) hours a day, seven (7) days a week to all valid terminating locations. Intrastate service is sold as an add-on to interstate service. Access to ICG's Calling Card service is via a toll **free** number. The Customer must input a valid Authorization Code in addition to the destination number with area code.

Charge per minute **\$0.276** per minute
(within continental US)

Calling card calls are billed in six (6) second increments with a thirty (30) second call minimum. After the initial 30 second minimum, each fractional call is rounded up to the nearest one-tenth of a minute. Fractional cents will be rounded to the nearest cent.

Usage of the calling card affirms that the customer **agrees** to the terms and conditions set forth by this tariff and any supporting material sent to the Customer together with the Calling Card.

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SECTION 4 - SUPPLEMENTAL SERVICES

4.1 Operator Assisted Services

The Company's Long Distance Operator Assisted Services are available for use by presubscribed Customers of the Company's Outbound/Inbound Long Distance Service. Calls are billed in six (6) second increments, after an initial minimum period of six (6) seconds, with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the Customer. Each call is rounded up to the nearest one-tenth of a minute after the first minute. (R)

4.1.1 Operator Services Call Types and Billing Arrangements

- A) Person-to-Person : A per call charge that applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing arrangement, including, but not limited to, billing to the originating line, a Company calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party. This charge does not apply unless the specified party or an acceptable substitute is available.
- B) Station-to-Station (also referred to as "sent paid"): A per call charge that applies in addition to long distance usage charges for non-Person-to-Person calls placed with the assistance of a Company operator. This charge applies regardless of billing arrangement, including, but not limited to, billing to the originating line, a Company calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party.
- C) Third Party Billed: A billing arrangement whereby charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements for Third Party Billed calls.
- D) Collect Billed: A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements for Collect Billed calls.

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SECTION 4 - SUPPLEMENTAL SERVICES (CONT'D)

ORIGINAL

4.1 Operator Assisted Services (Cont'd)

4.1.1 (Cont'd)

- E) 0+ Mechanized Calls: Calls made by dialing zero plus the desired telephone number, where the call is interrupted by a mechanized operator (i.e., a recorded announcement) requesting the caller to enter the billing information.
- F) 0+ Time Out Calls: Calls made by dialing zero plus the desired telephone number, where the call is interrupted by a live operator or mechanized operator (i.e., recorded announcement) requesting the caller to enter the billing information.
- G) 0- Calls: Calls made by dialing zero only and the caller then waits for the operator to pick up the line and assist to the caller in placing and/or billing for the call.
- H) Time Charge Calls: Calls made by dialing 0- or 0+, where the caller asks the operator to place the call, and return to the line at the end of the call and provide the customer with the cost for the completed call.

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SECTION 4 - SUPPLEMENTAL SERVICES (CONT'D)

ORIGINAL

4.1 Operator Assisted Services (Cont'd)

4.1.2 Operator Services Rates and Charges

	<u>Actual</u>	<u>Maximum</u>
A) Non-Recurring Charges:	\$0.000	\$0.000
B) Monthly Recurring Charges:	\$0.000	\$0.000
C) Per Call Charges:		
Person-to-Person	\$3 .000	\$4.500
Station-to-Station	\$1.650	\$2.475
Third Party Billed	\$1.850	\$2.775
Collect Billed	\$1.650	\$0.975
0 + Mechanized	\$0.650	\$2.475
0 + Time Out	\$1.850	\$2.775
0 - Calls	\$1.850	\$2.775
Time Charge Calls	\$1.650	\$2.475

PER MINUTE CHARGES:

See per minute rates in connection with the services set forth in Section 3.

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SECTION 4 - SUPPLEMENTAL SERVICES (CONT'D)

ORIGINAL

4.2 Directory Assistance

Long Distance Directory Assistance for **intraLATA** and **interLATA** numbers is available to Customers of the Company's Outbound/Inbound Long Distance Services. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to **furnish** the requested telephone number. Customers must **dial** "1" plus an area code followed by "555-1212" to reach the Company's Long Distance Directory Assistance Bureau.

	<u>Actual</u>	<u>Maximum</u>
Directory Assistance Charge, Per Call	\$0.600	\$0.900

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SECTION 5 • CONTRACTS AND PROMOTIONS

5.1 General

ORIGINAL

5.1.1 Contracts

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between ~~the~~ Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the **first** contract Customer as specific in each individual contract.

5.1.2 Promotions

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

5.2 Demonstration of Service Promotion

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

5.3 Competitive Response Promotion

In order to acquire or retain customer, the Company may match certain offers made by other interexchange carriers/resellers where the customer can demonstrate to the Company's satisfaction that it intends to accept such offer as an inducement to ~~subscribe to or remain~~ subscribed to such other ~~interexchange carrier's/reseller's~~ services.

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